

**RULES AND REGULATIONS
FOR
SMALL BUSINESS DEVELOPMENT
LOAN PROGRAM**

**Adopted by the City Council
of the City of Springfield, Missouri**

**DEPARTMENT OF PLANNING AND DEVELOPMENT
CITY OF SPRINGFIELD, MISSOURI**

**Adopted
September 2, 1997**

INDEX

		<u>Page</u>
Chapter 1	Purpose of Program	2
Chapter 2	Definitions	3
Chapter 3	Eligibility Requirements	5
Chapter 4	National Objectives and Criteria Applicable to Loans	7
Chapter 5	Loan Terms and Security Requirements	8
Chapter 6	Criteria for Approval	9
Chapter 7	Procedures in Submitting and Processing Small Business Development Loans	10
Chapter 8	Resolution of Disputes	11
Chapter 9	Terms and Conditions under which Small Business Development Loans are Made	13
Chapter 10	Protecting the City's Financial Investments in Projects	18
Exhibit "A"	Description of Targeted Loan Areas	19

CHAPTER 1

PURPOSE

The Small Business Development (SBD) Loan Program is designed to provide financial assistance for small business concerns and nonprofit organizations to expand employment opportunities, stimulate private investment and eliminate slum and blight conditions in selected areas of the community.

Authority for the SBD Loan Program is 24 CFR Part 570 -- Community Development Block Grants (CDBG). The local Rules and Regulations are intended to authorize a program which accomplishes local goals and objectives adopted by the City. However, it is intended to provide for maximum flexibility within the framework of the following chapters. Specific compliance is subject to said 24 CFR Part 570 when CDBG funds are used to finance a project. However, if non-CDBG funds should be available and used in a project, the Loan Committee may waive certain Federal requirements listed under Chapter 9.

"Acceptable financing" is provided as appropriate for rehabilitation of property and in conjunction with private funds for property acquisition, clearance, relocation, historic preservation, construction, machinery & equipment, rail spurs, refinancing of existing debt (limited circumstances), mixed use development and residential rental development.

These funds will generally be used for rehabilitation, to fill a "financing gap", or to provide incentive when the rate of return is not otherwise acceptable.

The City updates a Consolidated Plan on HUD Entitlement Programs each year which identifies needs and proposes activities to meet these needs. Projects approved by the Loan Committee must address these needs and conform to the Plan.

In summary, the SBD Loan Program is intended to provide assistance to Applicants in order to meet the needs of the community through a public-private partnership to accomplish projects not otherwise possible.

CHAPTER 2

DEFINITIONS

When used in context with the Rules and Regulations for the Small Business Development (SBD) Loan Program, the following definitions shall apply:

ACCEPTABLE FINANCING means fixed rate, long-term (10 to 15 years) reasonably priced, low down payment, subordinate financing.

APPLICANT means any individual, firm, corporation, association or partnership desiring to obtain financial assistance under this Program by providing the appropriate information and by signing loan documents as required.

ARBITRATION means a hearing and determination of a case in controversy by a person chosen by the parties or under statutory authority.

BUSINESS FACILITY means one or more buildings which house a business operation within an appropriate Zoning District where income is derived from the production, distribution, storage and/or the sale of goods and services.

CITY means the City of Springfield, Missouri, a Municipal Corporation.

CONTRACT RENT means rent actually due and payable under all existing leases and agreements.

ECONOMIC DEVELOPMENT means the acquisition, construction, reconstruction, or installation of commercial, industrial or residential buildings, structures, and other real property equipment or improvements which are directed to and may result in the creation or retention of jobs principally to benefit low and moderate-income persons.

GAP FINANCING means the difference between the amount of financing provided by a lending institution and the amount of financing provided by the Owner.

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY (LCRA) means that political subdivision headed by a Board of Commissioners appointed by the City Council and charged with certain responsibilities for the administration of the Small Business Development Loan Program.

LOAN COMMITTEE means senior staff personnel assigned by the Director of Planning and Development to review and evaluate all loan applications. The Committee is provided legal counsel by an Assistant City Attorney.

LOW AND MODERATE INCOME means a family or individual whose annual income is 80% or less of the standard median household income for the City of Springfield as reported by the Department of Housing and Urban Development (HUD).

OWNER means the person or persons named on the recorded deed for the property; or owner of record.

PLANS AND SPECIFICATIONS means a description of the construction to be performed which is acceptable to the Loan Committee. This generally will be staff work write-up or architectural plans.

PROGRAM ADMINISTRATOR means the staff person assigned to the daily oversight of structural rehabilitation and economic development activities.

PROJECT AREA means a designated area or district approved by the City Council that is eligible to receive business assistance.

PROJECT means a business property which is being assisted under the Small Business Development Loan Program.

CHAPTER 3

ELIGIBILITY REQUIREMENTS

Eligible Applicants include for profit business concerns, real estate developers and nonprofit organizations within the project areas (see Exhibit A).

Eligible Project Areas are shown and described in Exhibit A. Generally, projects must be located within these boundaries. However, the Loan Committee may finance a project which is outside the area delineated in Exhibit A if it is determined that significant benefit to low-moderate income persons will occur only if the SBD Loan is approved. Exceptions to Exhibit A will be limited to CDBG eligible census tracts shown on the Rehabilitation Loan Boundaries (CDBG and HOME) map attached.

Eligible Activities

1. Acquisition of real property in whole or in part by fee title.
2. Clearance, demolition and removal of buildings and improvements, including movement of structure to another site.
3. Relocation payments and other assistance for permanently and temporarily relocated individuals, families, businesses and nonprofit organizations when SBDL activity causes the relocation.
4. Preservation, restoration and rehabilitation of properties determined to be eligible for the National Register of Historic Places or the Local Historic Sites Register and used as a business facility.
5. Rehabilitation, including improvements to commercial or industrial building exterior, facade improvements, correction of code violations in relation to the proposed use, and energy and water conservation improvements. Also, additional interior improvements may be made if they are deemed to be necessary or appropriate. (See Chapter 4).
6. New construction and substantial reconstruction of commercial or industrial buildings.
7. Machinery and fixed equipment necessary for the operation of business.
8. Rail spurs and similar extensions for business development.
9. Refinancing of existing debt when such refinancing is necessary to the development of the project.
10. Mixed-use development projects which include commercial and residential uses in the same building.
11. Residential rental property development.

12. Other activities in support of an economic development project which are not described as ineligible in CFR 570.207(a) or in these Rules and Regulations.

Ineligible Activities

1. Working Capital
2. Inventory
3. Training of Employees
4. Other costs determined ineligible by the Loan Committee.

CHAPTER 4

NATIONAL OBJECTIVES AND CRITERIA

Meeting a National Objective

Each activity must be determined to meet one or both of the National Objectives in accordance with CFR 570.208 and summarized as follows:

1. Principally benefitting low and moderate-income households by meeting identified service/product needs of such households residing in the target area, or by providing job creation or retention.
2. Aiding in the preservation or elimination of slums or blight within the target area.

Necessary or Appropriate Determination

Each activity must be necessary to complete the City's Consolidated Plan and be necessary to complete the project. The level of support must be appropriate (not more than necessary to complete the project). Also, the activity must demonstrate that an adequate public benefit is received in relation to the amount of the loan.

However, activities which are (1) improvements to the exterior of a commercial or industrial building and the correction of local building code violations; or (2) preservation of a dilapidated historic building, in accordance with the Secretary of Interior's Standards for Rehabilitation of Historic Structures, do not need to meet the test of "necessary or appropriate".

CHAPTER 5

LOAN TERMS AND SECURITY REQUIREMENTS

Interest Rate

The interest rate for a rehabilitation loan or a development loan shall be five percent (5%) per annum simple interest. A loan may be prepaid without a penalty.

Terms

The Loan Committee shall have the discretion to negotiate the terms of a loan with the Applicant. The Loan Committee shall have the discretion of conditions which may include deferment of loan amounts for definite periods of time when it determines deferment to be in the best interest of the City.

Terms of the loan may be structured in the same manner as any private financing involved in the Project. Normally, the term of a loan shall not exceed fifteen (15) years; however, a loan may be amortized over a longer period of time if the Project warrants lower payments.

Loan Amount

There shall be no maximum loan amount, except the loan shall not exceed the actual cost of the rehabilitation and/or development costs of the Project.

Security

Each loan shall be secured with appropriate collateral, as determined by the Loan Committee.

Loan Assumption and Subordination

The loan is generally not assumable except in special cases where the assumption would be in the best interest of the City and approved by the Loan Committee. In instances when loan assumption or subordination are requested by the borrower, a \$200 fee shall be charged to cover the costs of processing.

CHAPTER 6

CRITERIA FOR APPROVAL

A successful applicant for a City of Springfield Small Business Development Loan must meet all criteria outlined below as well as the requirements of CFR 24 Part 570.

1. Be an eligible applicant.
2. Request funds for an eligible activity.
3. Propose a project that meets at least one National Objective.
4. Propose a project that is certified as "necessary or appropriate" (if required)
5. Comply with Terms and Conditions.
6. Complete all application forms and provide all required information by the Loan Committee.
7. Demonstrate reasonable ability to repay the loan through project cash flow, business income, or financial capacity.
8. Provide sufficient collateral.
9. Demonstrate satisfactory credit history.
10. Demonstrate reasonableness of cost.

The loan request must be approved by the Loan Committee.

CHAPTER 7

PROCEDURES IN SUBMITTING AND PROCESSING A SMALL BUSINESS DEVELOPMENT (SBD) LOAN

This chapter sets forth basic procedures to be followed by the Applicant and the Loan Committee with respect to preparation, submission, processing, and approving or disapproving a SBD Loan.

Processing and Approval of SBD Loan Application

The Applicant shall submit an application for an SBD Loan on the Application Form approved by the Loan Committee. The Applicant may be required to submit additional information requested by the Loan Committee.

The Redevelopment Review Team shall review all properties on which application for loan assistance has been made for purchase of property, building improvements or construction and provide written comments to department staff.

The Loan Committee shall review the SBD Loan Application, along with the work write-up and cost estimate for the Project. The Committee may request the Applicant to submit redevelopment bids for a Contractor/Contract approval by the Loan Committee. Based upon information submitted, the Loan Committee shall review the SBD Loan Application and shall either approve or disapprove the loan. If the loan is disapproved, the Committee shall inform the Applicant and state the reasons for denial in writing.

Loan Cancellation

An approved SBD Loan may be canceled if the Applicant has requested cancellation, or if the Applicant is unwilling or unable to proceed with the development of the Project. The request for cancellation shall be in writing and delivered or mailed to the parties in the agreement.

Appeal of Adverse Decision

Any Applicant aggrieved by a decision of the Loan Committee relating to loan approval, loan cancellation, or determination of loan amount, may appeal said decision by filing a written notice of appeal with the Secretary of the Land Clearance for Redevelopment Board (LCRA) within thirty (30) days of receiving written notice of the Loan Committee's decision. The Secretary shall place the request for appeal on the LCRA Board agenda within thirty (30) days of filing notice of appeal. The LCRA Board may affirm or reverse or modify the decision of the Loan Committee and notify the Committee and the Applicant in writing of its decision and the reasons therefor. The LCRA Board decision shall be final.

CHAPTER 8

RESOLUTION OF DISPUTES

Introduction

This Chapter describes the policies applicable to disputes that may arise between the Borrower/Property Owner and the Contractor during the rehabilitation process.

Ultimately, the Property Owner and the Contractor are responsible for discussing and resolving their differences. However, in those cases where agreement is not reached initially, the City may provide assistance as an informal mediator and/or a source of information.

If the City's informal assistance does not succeed in resolving the dispute, the Property Owner and Contractor may either submit the case jointly to formal, binding arbitration or seek the advice of their own legal counsel.

For the purposes of these Rules and Regulations, a "dispute" shall be defined as a continuing claim, submitted in writing, which is raised by either the Property Owner or the Contractor, alleging that the letter or the spirit of the written contract has not been carried out by the other party. Such disputes generally involve interpretation of such issues as quality of workmanship, required scope of work, contract price adjustments and mutual cooperation between the Property Owner and the Contractor.

This definition also covers those occasions when one party to the contract claims that the other party has defaulted on his contractual obligations and wishes to halt further work under contract.

Informal Mediation by the City

It is common for the City's Project Specialist to be asked to make clarifications of contract requirements or performance evaluations in response to minor difficulties that arise in every project on a day-to-day basis. However, if any such field judgments are not acceptable to both parties, the aggrieved party may ask for informal mediation by the City's Program Administrator. The request must be submitted in writing within five days after the other party has received the Project Specialist's field judgment.

If both parties agree, the Program Administrator will convene a meeting before the Loan Committee at the Department of Planning and Development offices within five days of receiving the first written notice of dispute. The Loan Committee will hear the dispute and advise the Program Administrator in the formulation of resolution of dispute.

After listening to both sides of the issue, unless further investigation is warranted, the Program Administrator will propose a resolution to the dispute he considers to be fair to both parties while being consistent with the contract documents and the rehabilitation loan program policies and procedures.

If both parties accept the Program Administrator's proposal, a simple statement of acceptance may be drafted on the spot, signed by all parties and witnessed by a member of the Planning and Development staff. This does not necessarily mean that both parties now see eye-to-eye on the issue, only that they have accepted the Program Administrator's proposal on practical terms and

are willing to put the dispute behind them. Copies of the statement will be made for each party to the contract and for the project file.

While this informal mediation process cannot be considered legally binding, its purpose is to give both parties a fair and open hearing and thereby neutralize conflicts that could jeopardize the project.

When the meeting is the result of a request by either party to terminate the contract, the Program Administrator will, after reviewing the evidence presented, take the matter under advisement and within five days render a written decision for or against termination.

Formal, Binding Arbitration

If either party declines to sign a statement accepting the Program Administrator's proposed resolution, the Program Administrator will advise them this mediation meeting has exhausted the avenue of appeal as far as the City is concerned.

The Program Administrator will also provide both parties with information about arbitration services that are available for a fee through the Better Business Bureau of Southwest Missouri. (The General Contractor and Property Owner shall be responsible for all fees associated with the binding arbitration procedure).

The Bureau's arbitration services call for both parties in a dispute to jointly submit a signed request for arbitration, stating the nature of the dispute and agreeing beforehand to abide by the arbitrator's decision.

The facts of their case are reviewed at a scheduled hearing before the arbitrator, who is a disinterested community volunteer acceptable to both parties. If additional information is needed, the arbitrator may visit the job site before delivering a written decision.

The decision of the arbitrator and any award made by the arbitrator generally are not subject to appeal in a court of law.

CHAPTER 9

TERMS AND CONDITIONS UNDER WHICH SMALL BUSINESS DEVELOPMENT LOANS ARE MADE

This chapter sets forth the general requirements of the City of Springfield, Missouri and United States Government with respect to the terms and conditions to which an Applicant must agree in order to receive a Small Business Development Loan. Specific terms and conditions with

respect to a Small Business Development Loan are incorporated in the loan documents. The Federal Requirements are detailed in 24 CFR Part 570 Subpart K -- Other Program Requirements, are incorporated by reference and summarized below. The Applicant shall agree and by signing the appropriate loan documents does agree, to the following conditions:

Federal Requirements

570.601 Affirmatively Furthering Fair Housing

- a. Public Law 99-352 -- Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b. Public Law 90-284 -- Title VIII of the Civil Rights Act of 1968, known as the Fair Housing Act, which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin.
- c. Executive Order 11063, which directs action to be taken necessary and appropriate to prevent discrimination because of race, color, religion, sex or national origin in the sale, leasing, rental, occupancy or other disposition of residential property.

570.602 Section 109 of the Act

- a. Section 109 of the Act requires that no person in the United States shall on the ground of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds made available pursuant to the Act.

570.603 Labor Standards

Section 110 of the Act requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with assistance received under the Act shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Secretary of Labor.

570.604 Environmental Standards

Section 104(g) expresses the intent that "the policies of the National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act be most effectively implemented in connection with the expenditure of funds under" the Act.

570.605 National Flood Insurance Program

Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) provides that no Federal officer or agency shall approve any financial assistance for acquisition or construction purposes in any area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program.

570.606 Relocation, Displacement and Acquisition

All relocation, displacement and acquisition must be performed as required, and in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and all amendments thereto.

570.607 Employment and Contracting Opportunities

- a. Grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally-assisted construction contracts.
- b. Section 3 of the Housing and Urban Development Act of 1968 requires, in connection with the planning and carrying out of any project assisted under the Act that to the greatest extent feasible opportunities for training and employment be given to low and moderate-income persons residing within the unit of local government or the metropolitan area as determined by the Secretary in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in, the same metropolitan area as the project.

570.608 Lead-Based Paint

- a. Prohibition against the use of lead-based paint. Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 (b)) directs the Secretary to prohibit the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance. Such prohibitions are contained in 24 CFR Part 35, Subpart B, and are applicable to residential structures constructed or rehabilitated with assistance provided under this part.
- b. Notification of hazards of lead-based paint poisoning. (1) The Secretary has

promulgated requirements regarding notification to purchasers and tenants of HUD-associated housing constructed prior to 1978 of the hazards of lead-based paint poisoning in 24 CFR Part 35, Subpart A.

- c. Elimination of lead-based paint hazards. The purpose of this paragraph is to implement the provisions of Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards due to the presence of paint which may contain lead and to which children under seven years of age may be exposed in existing housing which is rehabilitated with assistance provided under this part.

570.609 Use of Debarred, Suspended or Ineligible Contractors or Subrecipients

Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

570.611 Conflict of Interest

No person who is an employee, agent, consultant, officer or elected official or appointed official of the City of Springfield or the LCRA who exercises or has exercised any functions or responsibilities with respect to activities assisted under this program or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from such activities, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

City of Springfield, Missouri Regulations

Loan Committee Approval

All applications for Small Business Development Loans shall be subject to the preliminary and final approval of the Loan Committee of the Department of Planning and Development. Decision(s) of the Loan Committee may be appealed to the Land Clearance for Redevelopment Authority (LCRA) Board, as provided in Chapter 7.

Requirement of Lien

The Applicant must sign Promissory Notes and Security Instruments as required by the Loan Committee for any loan funds used in the activity.

Cancellation of Loan

Loan proceeds must be returned with no right, interest, or claim in the proceeds if the loan is canceled before the activity work is started.

Use of Proceeds

The loan proceeds may be used only to pay for costs and services and materials necessary to carry out activities for which the funds are approved.

Completion of Work

The Applicant shall ensure that all the required rehabilitation will be completed to the specifications, on time and within budget. Specifications shall be in terms of applicable building codes and the work write-ups shall specify grades, quantities, etc., to enable bidders to evaluate the project.

Loan Payoff

When ownership of the property on which a loan is made is transferred, the full amount of the loan balance shall be paid to the City of Springfield at the time of loan closing or transfer unless approved for assumption under the provisions of Chapter 5.

Inspection

The Applicant consents to inspection of the property by the City or its designee to check all contracts, materials, equipment, payrolls and conditions of employment pertaining to the activity.

Records

The Applicant must keep such records as may be required by the City with respect to the activity.

Bonus, Commission or Fee

The Applicant may not pay any bonus for the purpose of obtaining the City's approval or any other approval or concurrence required by the City or its designee to complete the activities financed in whole or in part with the funds.

Conflict of Interest -- City of Springfield Charter Provisions

No member of the Council and no salaried officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee.

No member of a (City) board or commission shall have a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he is serving, or be financially interested, directly or indirectly, in the sale to the board or commission of any land, materials, supplies, or services, except on behalf of the department or administrative agency.

Any violation of this section renders the contract or sale void, and any Council member, officer, employee, or board member violating this section thereby forfeits his office or employment.

CHAPTER 10

PROTECTION OF THE CITY'S FINANCIAL INTEREST IN PROPERTIES ASSISTED WITH SMALL BUSINESS DEVELOPMENT LOANS

This Chapter outlines the basic procedures and policies of the City regarding protection of its financial interest in real property.

In order to meet program objectives and achieve goals, and to provide financial assistance where needed, the Loan Committee often approves loans for commercial rehabilitation on properties

which require the City to assume a subordinate position to existing liens on the property being assisted. As a result thereof, it may be necessary from time to time for the City to provide funds to acquire a permanent interest in, or to obtain temporary control of, the assisted property in order to protect the financial interest of the City when foreclosure is pending by a lienholder on the property as a result of nonpayment by the mortgagor.

This Chapter authorizes the Director of Planning and Development, upon recommendation of the Loan Committee, to expend funds from the Small Business Development Loan Account, or from other sources as may be appropriate, to acquire a permanent interest in or to obtain temporary control of the assisted property in order to protect the financial interest of the City upon general default of the borrower when foreclosing by a lienholder would seriously affect the investment of the City in the property and loan program.

The City shall be guided by the procedures outlined in Chapter 11 of the Residential Loan Rules with respect to disposing of property acquired under foreclosure.

EXHIBIT A

Descriptions of the Targeted Loan Areas that may receive assistance under the Small Business Development Loan Program are listed below.

Targeted Loan Areas

A. Boonville Avenue Corridor: See Map 1

Those properties located on Boonville Avenue between Chestnut Expressway and the Commercial Street Historic District.

B. Center City: See Map 1

Those properties located within the area beginning at the intersection of Elm Street and Kimbrough Avenue, thence northerly along Kimbrough and Benton Avenues to Chestnut Expressway, thence west to Grant Avenue, thence south to Walnut Street, thence east to Campbell Avenue, thence south to Elm Street, thence east on Elm Street to Kimbrough Avenue, the point of beginning.

C. Commercial Street Historic District: See Map 1

Those properties located within the area bounded on the east by Washington Avenue, on the north by the Burlington Northern right-of-way, on the west by Lyon Avenue, and on south by an alley-way known as Blaine Street.

D. Walnut Street Conservation District - Area 8A: See Map 2

Those properties located within the area beginning at the NW corner of Lot 6, E.T. Robberson's Addition as recorded, being the southeast corner of Walnut Street and Sherman Parkway, thence along the east right-of-way of Sherman Parkway to the northwest corner of Lot 16, E.T. Robberson's Addition, being a point on the south line of an existing 20' alley, thence east along the south line of said alley to a point on the west right-of-way line of National Avenue 238', more or less, south of the southwest corner of Walnut Street and National Avenue, thence east 80', more or less, crossing National Avenue to the southwest corner of Lot 4, Mitchell's Addition, thence east to a point 20' east of the northwest corner of Lot 3, O.H. Mitchell's Addition, thence northeasterly across Walnut Street to the southeast corner of Lot 10, Hawthorne's Addition, thence north to a point on the south line of Lot 9 of said addition, thence east to the southeast corner of said Lot 9, thence north along the line of lots 9 through 4, Hawthorne's Addition to the north-east corner of Lot 4 of said addition, being the south right-of-way line of McDaniel Street, thence west 166' to the northwest corner of said Lot 4, thence west 80', more or less, to the northeast corner of Lot 41, East Side addition, being the southwest corner of McDaniel and National, thence north 160' to the northeast corner of Lot 27, East Side Addition, thence west to the northwest corner of said Lot 27, thence continue west 15' across alley to the northeast corner of Lot 21 of said addition; thence south along the east line of Lots 21 and 22 of said addition; across McDaniel and continue south along the east line of Lots 35 through 40 to the southeast corner of Lot 40, East Side Addition, thence west along the south line of said Lot 40, across Florence Avenue and continue west long the south line of Lot 34 of said addition and across Hampton Avenue to a point on the west right-of-way of Hampton Avenue 182', more or less, north of the north right-of-way line of Walnut Street, thence north 18' along the west right-of-way of Walnut Street, thence north 18' along the west right-of-way of Hampton Avenue, thence west 150', thence north 62', thence west 121.55', thence south 52', thence west 482', more or less, to a point on the east line of Lot 3, University Plaza First Addition, 210' north of the north right-of-way line of Walnut Street, thence south along the east line

of said Lot 3 - 210', continue across Walnut Street to a point on the south right-of-way of Walnut Street to the north line of Lot 10, E.T. Robberson's Addition; thence west along the north side of Lots 6 through 10 of said addition to the point of beginning, all in Springfield, Greene County, Missouri.

E. Westside District: See Map 3

Those properties adjoining College Street between Kansas Expressway and Scenic Avenue, adjoining Chestnut Expressway between Scenic and the West By-Pass, adjoining Scenic Avenue between College Street and Grand Street, and within the area bounded on the northwest by Chestnut Expressway, on the east by Clifton Avenue and on the southwest by College Street.